

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

SOLYSTIC SAS,)	
)	
)	
Plaintiff,)	
)	07-CV-3143 (Judge Leisure)
v.)	
)	ECF Case
MANNESMANN DEMATIC RAPISTAN CORP.,)	
SIEMENS DEMATIC RAPISTAN CORP. (a/k/a)	Defendant's Initial Disclosures
SIEMENS DEMATIC CORPORATION),)	Pursuant to Federal Rule of
SIEMENS ENERGY & AUTOMATION,)	Civil Procedure 26(a)(1)
INC., POSTAL AUTOMATION DIVISION)	
(a/k/a SIEMENS DEMATIC POSTAL)	
AUTOMATION L.P.), SIEMENS ENERGY)	
& AUTOMATION , INC., SIEMENS LOGISTICS)	
AND ASSEMBLY SYSTEMS, INC., and)	
DEMACIC CORP.,)	
)	
Defendants.)	

**DEFENDANT SIEMENS ENERGY AND AUTOMATION, INC.'S
INITIAL DISCLOSURES**

Defendant Siemens Energy & Automation, Inc. ("Siemens") hereby submits its Initial Disclosures pursuant to FED. R. CIV. P. 26(a)(1) as follows:

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.¹

Solystic SAS f/k/a
Mannesmann Dematic Postal Automation, S.A.
c/o Elliot Polebaum
Fried, Frank, Shriver & Jacobson LLP
1001 Pennsylvania Ave.
N.W., Suite 800
Washington D.C. 20004
(202) 639-7000

Persons at Solystic SAS (“Solystic”) have knowledge of the facts surrounding Solystic’s claims in this action.

Siemens Energy & Automation, Inc.
c/o David S. Coale
Carrington, Coleman, Sloman & Blumenthal, L.L.P.
901 Main Street, Suite 5500
Dallas, Texas, 75202
(214) 855-3000

Persons at Siemens Energy & Automation, Inc., including the Postal Automation division, may have knowledge of the facts surrounding Siemens’ defenses asserted in this action and the facts giving rise to this dispute.

John Russell
Senior counsel
Northrop Grumman Corporation's Newport News Sector
5004 Marsh Ridge Court
Suffolk Virginia, USA 23435
(757) 688-0440

Mr. Russell may have knowledge regarding the Patent and Know-How License Agreement between Mannesmann Dematic Rapistan Corp. and Alcatel Postal Automation Systems and the April 24, 2001 amendment thereto (together, the “License Agreement”), the Stock and Asset Purchase Agreement among Siemens AG, Mannesmann France S.A., Mannesmann Dematic Services NV and NGC Denmark ApS, Northrop Grumman Automated Systems Belgium NV, Northrop Grumman Corporation dated February 27, 2001 (the “SAPA”); the royalties paid under the License Agreement; and correspondence exchanged among the parties to this action, their predecessors-in-

¹ The titles and corporate associations for persons listed herein are disclosed upon information and belief as of the time of the relevant transactions.

interest, parent corporations or other related entities (collectively, the “parties”), including demands for royalty payments and responses thereto.

Steven Axelrod
Former Vice President
Federal Systems, Operation, Mannesmann Dematic Rapistan Corporation
4147 Eastern Ave. SE
Grand Rapids, MI 49508-3403

Mr. Axelrod may have knowledge regarding the contracts/orders between Mannesmann Dematic Rapistan Corp. and the United States Postal Service for AFSM 100 equipment, the License Agreement, the SAPA, the royalties paid under the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Mitchell D. Mroz
Former Vice President
Special Projects of Northrop Grumman Systems Corp.
3422 Wedgewood Ln.
Burbank, California
(818) 558-7921

Mr. Mroz may have knowledge regarding the License Agreement, the royalties paid under the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Paul H. Freedman
Director of Postal Systems
Northrop Grumman Corp.
Baltimore, Maryland

Mr. Freeman may have knowledge regarding the License Agreement.

John P. Dunn,
Counsel for Mannesmann Dematic Rapistan Corporation
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114-1190
(216) 586-3939

Mr. Dunn may have knowledge regarding the License Agreement, the SAPA, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Laura Snyder
Paul Bishop
Counsel for Northrop Grumman Corp.
Winston & Strawn
25 Ave. Marceau
75116 Paris, France
33 (0) 1 53 64 82 82

Mr. Bishop and Ms. Snyder may have knowledge of the August 14, 1998 Subcontract No. 4101003325 between Mannesmann Dematic Rapistan Corp. and Alcatel Postal Automation Systems ("Subcontract"), the License Agreement, the SAPA, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Marie-Jeanne Lescure
Employee of Mannesmann Dematic Postal Automation

Ms. Lescure may have knowledge of the royalties paid under the License Agreement.

Arnaud G. Vanbremeersch,
Counsel for Mannesmann Dematic Rapistan Corporation
Jones Day
120, rue du Faubourg Saint-Honoré
75008 Paris, France
33 1 56 59 39 39

Mr. Vanbremeersch may have knowledge of the Subcontract, the License Agreement, and correspondence exchanged among the parties.

Vincent P. Papa
Former Senior Subcontracts Administrator of
Mannesmann Dematic Rapistan Corporation
4147 Eastern Ave. SE
Grand Rapids, MI 49508-3403

Mr. Papa may have knowledge of the Subcontract, the License Agreement, the royalties paid under the License Agreement and related invoices, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Francine Clement
Catherine Dufour
Patricia Pedrosa
Employees of Solystic
14, Ave. Raspail
94257 Gentilly Cedex-France
01 49 69 4100

Ms. Clement, Ms. Dufour and Ms. Pedrosa may have knowledge of the License Agreement, royalties paid under the License Agreement and related invoices, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Dr. Peter Moritz
Managing Director
Coordinator Corporate M & A Siemens AG
Wittelsbacherplatz 2, 80333
Munich, Germany
49-89/636-32472

Mr. Moritz may have knowledge of the SAPA, the License Agreement, royalties paid under the License Agreement, and correspondence exchanged among the parties.

Joseph D. Rounkles
Director Strategic Transactions
Northrop Grumman Corp.
1840 Century Park East
Los Angeles, CA 90067-2199

Mr. Rounkles may have knowledge of the royalties paid under the License Agreement, contracts and correspondence between the parties, including demands for royalty payments and responses thereto.

Mark Ureda
Director, Business Strategy
Northrop Grumman Corp.
1840 Century Park East
Los Angeles, CA 90067-2199

Mr. Ureda may have knowledge of the License Agreement, royalties paid under the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Malcolm Swift
Northrop Grumman Corp.
1840 Century Park East
Los Angeles, CA 90067-2199

Mr. Swift may have knowledge of the License Agreement, royalties paid under the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Brian Place
Inside counsel for Siemens Dematic
3225 North Evergreen Drive, NE, Suite 102
Grand Rapids, Michigan 49525

Mr. Place may have knowledge of royalties paid under the License Agreement and related invoices, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Pierre Andre Barriere
Former Chief Executive Officer of Mannesmann Dematic Postal Automation,
President and CEO of Solystic
14, Avenue Raspail
94257 Gentilly, France
0 1 49 69 4100

Mr. Barriere may have knowledge of the Subcontract, the License Agreement, the SAPA, royalties paid under the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Jean Marie Stevant
Chief Financial Officer
Mannesmann Dematic Postal Automation
14, Avenue Raspail
94250 Gentilly, France
01 49 69 4100

Ms. Stevant may have knowledge of royalties paid under the License Agreement and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Ralf Guntermann
Employee of Atecs Mannesmann AG
Mannemannufer 2
40213 Dusseldorf, Germany

Mr. Gunterman may have knowledge of approval of contracts between the parties, the Subcontract, the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Roland Kollinger
CF T 6/Post Closing Management, Siemens AG
Wittelsbacherplatz 2
80333 Munich, Germany
49 89 636-32822

Mr. Kollinger may have knowledge of approval of contracts between the parties, the Subcontract, the License Agreement, and correspondence exchanged among the parties, including demands for royalty payments and responses thereto.

Elliot Polebaum
Fried Frank Harris Shriver & Jacobson LLP
Counsel for Solystic SAS
1001 Pennsylvania Ave. N.W.
Washington DC 20004-2505
(202) 639-7000

Mr. Polebaum has knowledge of the facts underlying Solystic's claims in this action, specifically including the attorneys' fees sought by Solystic.

Siemens incorporates by reference those persons disclosed by Solystic in its FED. R. CIV. P. 26(a) Initial Disclosures and reserves the right to supplement this disclosure as necessary when and if more information becomes available.

B. A copy of, or a description by category and location of, all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

Siemens may use the following in support of its claims or defenses: Patent and Know-How License Agreement and amendment thereto dated April 24, 2001 (together, the "License Agreement"); Stock and Asset Purchase Agreement among Siemens AG, Mannesmann France S.A., Mannesmann Dematic Services NV and NGC Denmark ApS, Northrop Grumman Automated Systems Belgium NV, Northrop Grumman Corporation dated February 27, 2001; Subcontract Agreement No. 4101003325 between Mannesmann Dematic Rapistan Corp. and Alcatel Postal Automation Systems made August 14, 1998; United States Postal Service contracts and orders related to the AFSM 100 equipment; business records regarding the delivery and payment for the AFSM 100 equipment and related licenses/royalties; invoices for AFSM 100 equipment and royalties due or purportedly due under the License Agreement; Memorandum of Understanding between Siemens AG and Northrop Grumman Corporation; and correspondence between the parties to this action, their predecessors-in-interest, parent corporations or other related entities related to the License Agreement and the payment of royalties, including without limitation demands for payment of royalties and response thereto.

These documents should be in the custody and control of both Siemens and Solystic.

Siemens reserves the right to rely on those documents disclosed by Solystic and to supplement this disclosure as necessary, when and if more information becomes available.

C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

Siemens is not seeking any damages in this action at this time.

D. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

None.

September 27, 2007

Respectfully submitted,

/s/ Rebecca Visosky

David S. Coale (admitted *pro hac vice*)
Rebecca Visosky (admitted *pro hac vice*)
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Automation, Inc.*